

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE No. 05-20859-CR-HUCK(s)(s)

UNITED STATES OF AMERICA

v.

CALMAQUIP ENGINEERING CORP.,

Defendant.

PLEA AGREEMENT

The United States Attorney for the Southern District of Florida (hereinafter this "Office") and CALMAQUIP ENGINEERING CORPORATION, (hereinafter referred to as the "defendant" or "Calmaquip"), a corporation with its principal place of business located at 6355 N.W. 36th Street, Virginia Gardens, Florida 33166, by and through counsel of record, as ratified by its Corporate Officers, enter into the following agreement:

1. The defendant agrees to plead guilty to Counts 1 and 13 of Criminal Indictment No. 05-20859-CR-HUCK(s)(s). Count 1 charges a conspiracy from September 1996 through January 16, 2001 to commit wire fraud in violation of Title 18, United States Code, Section 1343 and to transport money obtained by fraud, in violation of Title 18, United States Code, Section 2314; all in violation of Title 18, United States Code, Section 371. Count 13 charges bank fraud, in violation of Title 18, United States Code Sections 1344.

2. The United States agrees to move to dismiss all remaining counts of the indictment in this case, as to this defendant, at the time of sentencing.

3. The defendant will provide to this Office written evidence in the form of a resolution of its Corporate Officers or Agents, with corporate seals, certifying that the defendant corporation is authorized to plead guilty to the felony charges as set forth in the criminal Indictment, and to enter into and comply with all provisions of this Plea Agreement. The resolution shall further certify that Raul J. Gutierrez as President of Calmaquip is authorized to take these actions and that all corporate formalities have been observed, including, but not limited to, obtaining the required approval of defendant's officers for such authorizations. Defendant agrees that Raul J. Gutierrez, President of Calmaquip, shall appear on behalf of the defendant to enter the guilty plea and shall also appear for imposition of the sentence in the United States District Court for the Southern District of Florida, if requested by this Office.

4. The defendant is aware that the sentence imposed may be in conformity with the Federal Sentencing Guidelines and Policy Statements (hereinafter "Sentencing Guidelines"), and that the sentence may be determined by the Court relying on the applicable advisory guidelines and the results of a Pre-Sentence Investigation by the Court's probation office. The defendant is also aware that, since the Sentencing Guidelines are advisory, the Court may depart from the applicable advisory guideline range and impose a sentence that is either more severe or less severe than the guideline range. The parties agree, however, that the applicable Guidelines penalties discussed in this agreement are fair and reasonable under the circumstances of this case, and agree to jointly recommend that the Court adopt the applicable penalties and fines set forth in the advisory Guidelines and this agreement. Defendant waives any constitutional challenge to the application of

the advisory Sentencing Guidelines, waives indictment and trial by jury on all findings relevant to sentencing, and agrees that the Court may make all such findings by a preponderance of the evidence based on any reliable evidence, including hearsay. Defendant understands and acknowledges that the Court has the authority to impose any sentence up to the statutory maximum authorized by law and that the defendant may not withdraw the plea solely as a result of the sentence imposed. Defendant acknowledges that it has discussed this waiver and its consequences fully with its attorney and that it understands the nature and consequences of the waiver.

5. The defendant also understands and acknowledges that, as to Count 1, the Court may impose a fine of up to \$250,000 and up to 3 years probation. The defendant also understands and acknowledges that, as to Count 13, the Court may impose a fine of up to \$1,000,000 and up to 3 years probation.

6. The defendant further understands and acknowledges that, in addition to any sentence imposed under paragraph 4 of this agreement, a special assessment in the amount of \$400 per count will be imposed on the defendant. The defendant agrees that any special assessment imposed shall be paid at the time of sentencing.

7. This Office reserves the right to inform the Court and the Probation Officer of all facts pertinent to the sentencing process, including all relevant indictment concerning the defendant and the defendant's background. Subject only to the express terms of any agreed-upon sentencing recommendations contained in this agreement, this Office further reserves the right to make any recommendations as to the quality and quantity of punishment.

8. The defendant is aware that Title 18, United States Code, Section 3742 affords the defendant the right to appeal the sentence imposed in this case. Acknowledging this, in exchange for the undertakings made by the United States in this plea agreement, the defendant hereby waives all rights conferred by Section 3742 to appeal any sentence imposed, including any restitution order, or to appeal the manner in which the sentence was imposed, unless the sentence exceeds the maximum permitted by statute or is the result of an upward departure from the guideline range that the court establishes at sentencing. The defendant further understands that nothing in this agreement shall affect the government's right and/or duty to appeal as set forth in Title 18, United States Code, Section 3742(b). However, if the United States appeals the defendant's sentence pursuant to Section 3742(b), the defendant shall be released from the above waiver of appellate rights. By signing this agreement, the defendant acknowledges that it has discussed the appeal waiver set forth in this agreement with its attorney. The defendant further agrees, together with the United States, to request that the district court enter a specific finding that the defendant's waiver of its right to appeal the sentence to be imposed in this case was knowing and voluntary.

9. The defendant agrees to the entry of a money judgment joint and severally with co-defendant Gutierrez, in the amount of \$22,556,100.00 dollars which represents proceeds the defendant and/or co-conspirators obtained as a result of the violations charged in the indictment. In satisfaction of this money judgment, the defendant agrees to forfeit to the United States voluntarily and immediately all of its right, title and interest in all assets, and/or their substitutes which are subject to forfeiture pursuant to Title 18 United States Code, Sections 982 (a)(2)(A), 981 (a)(1)(c)

and Title 28, United States Code, Section 2461(c). Defendant agrees that the aforementioned property is property constituting or derived from any proceeds the defendant obtained, directly or indirectly, as a result of unlawful activities or was used or intended to be used, in any manner or part, to commit or facilitate the commission of unlawful activities charged in the indictment, or is substitute asset for said violations, and is therefore subject to forfeiture. The defendant agrees that it is jointly and severally liable with co-defendant Gutierrez for all forfeiture and restitution obligations. The defendant knowingly and voluntarily waive any claim or defense he may have under the Eighth Amendment to the United States Constitution, including any claim of excessive fine or penalty with respect to the forfeited asset. The defendant knowingly and voluntarily waives its right to a jury trial on the forfeiture of assets.

10. The defendant also agrees that the defendant shall assist this Office in all proceedings, whether administrative or judicial, involving the forfeiture to the United States of all rights, title, and interest, regardless of their nature or form, in all assets, including real and personal property, cash and other monetary instruments, wherever located, which the defendant or others to its knowledge have accumulated as a result of illegal activities charged in the indictment. Such assistance will involve an agreement on defendant's part to the entry of an order enjoining the transfer or encumbrance of assets which may be identified as being subject to forfeiture, and the voluntary repatriation of the contents of funds held in any foreign account, wherever located, that are subject to forfeiture or which may be used to satisfy its joint and several liability for the money judgment and ultimately the restitution order. Additionally, defendant agrees to identify as being

subject to forfeiture all such assets, and to assist in the transfer of such property to the United States by delivery to this Office upon this Office's request, all necessary and appropriate documentation with respect to said assets, including consents to forfeiture, quit claim deeds and any and all other documents necessary to deliver good and marketable title to said property.

11. Pursuant to 18 U.S.C. §3663(a)(3), the defendant agrees to pay restitution to the following banks, in the following amounts:

Colonial Bank:	\$3,600,000.00
Wachovia Bank, N.A.:	\$3,206,118.00
Totalbank:	\$3,974,982.00
Hemisphere National Bank:	\$2,000,000.00
International Bank of Miami:	\$2,900,000.00
Intercredit Bank, N.A.:	\$2,875,000.00

The defendant also agrees to pay restitution to the Republic of Trinidad and Tobago, the specific amount to be negotiated at a later date, but in no event shall it exceed four million dollars (\$4,000,000.00). If the parties cannot agree on a specific amount payable to the Republic of Trinidad and Tobago, the parties will submit the amount of restitution (up to \$4,000,000) for decision by the court pursuant to the factors set forth in 18 U.S.C. §3663(a)(1)(B). The amount of restitution set forth herein is the total amount for both Calmaquip and co-defendant Gutierrez.

12. The parties agree that the restitution in the amount of \$22,556,100.00 represents the extent and scope of the economic loss suffered by the victims in this matter, and that any amounts forfeited by Calmaquip and co-defendant Gutierrez will be applied to the restitution obligations.

13. The United States and the defendant further agree that this plea agreement relates to the charges as set forth in Criminal Indictment Number 05-20859-CR-HUCK(s)(s) and the defendants' guilty pleas relate solely to the facts as set forth in the indictment and the plea colloquy.

14. This is the entire agreement and understanding between the United States and the defendant. There are no other agreements, promises, representations, or understandings.

R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

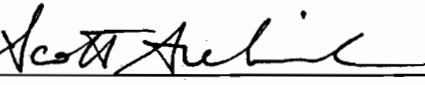
Date: 11/3/06

By: 
RICHARD D. GREGORIE
ASSISTANT UNITED STATES ATTORNEY

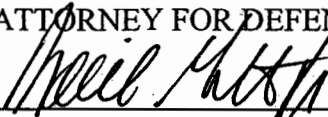
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By: 
MATTHEW S. AXELROD
ASSISTANT UNITED STATES ATTORNEY

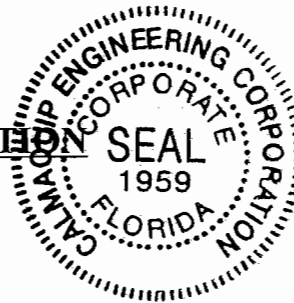
Date: 11-3-06

By: 
SCOTT SREBNICK
ATTORNEY FOR DEFENDANT

Date: 11-3-06

By: 
For CALMAQUIP ENGINEERING CORP.
DEFENDANT

CORPORATE RESOLUTION



Resolution to Settle Litigation

WHEREAS, CALMAQUIP ENGINEERING CORPORATION ("the Corporation") and the United States of America are presently engaged in litigation based on criminal allegations made against the Corporation by the United States.

WHEREAS, a Second Superseding Indictment charging conspiracy, in violation of Title 18, United States Code, Section 371; wire fraud, in violation of Title 18, United States Code, Section 1343, bank fraud, in violation of Title 18, United States Code, 1344, and money laundering, in violation of Title 18, United States Code, Section 1956, has been filed in the United States District Court, Southern District of Florida against the Corporation.

WHEREAS, a plea agreement has been offered by the United States Attorney for the Southern District of Florida to the Corporation to resolve the outstanding charges.

WHEREAS, it is in the best interest of the Corporation to accept said plea agreement and resolve the criminal charges filed against the Corporation; be it:

RESOLVED, that the Corporation accept the plea agreement as presented to the Corporate Officers and as set forth in the plea agreement annexed; and, it is

RESOLVED FURTHER, that Raul J. Gutierrez, the President of said Corporation, appear on behalf of said Corporation to enter a guilty plea to two felony charges as set forth in the plea agreement and appear for imposition of the sentence in the United States District Court for the Southern District of Florida, if requested by the United States Attorney's Office.

RESOLVED FURTHER, that Raul J. Gutierrez, together with counsel, be authorized to execute and deliver all documents and undertake such acts as are necessary to comply with the terms of the plea agreement.

The undersigned hereby certify that they are the duly elected and qualified President and Treasurer and the custodian of the books and records and the seal of Calmaquip Engineering Corporation, a corporation duly formed pursuant to the laws

of the State of Florida and that the foregoing is a true record of a resolution duly adopted by its Corporate Officers or Agents and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, we have executed as President and Treasurer and have hereunto affixed the corporate seal of the above-named Corporation this 3rd day of November, 2006, in Miami, Florida.

CALMAQUIP ENGINEERING CORPORATION

By: _____



Raul J. Gutierrez

As President

By: _____



Armando Paz

As Treasurer

